

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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WATERSCAPE RESORT LLC, ASSA REALTY LLC,
and GEMSTONE GROUP LLC,

Plaintiffs,

21 Civ. 07350 (AS)

- against -

70 WEST 45TH STREET HOLDING LLC and
WATERSCAPE RESORT II, LLC,

Defendants.

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DEFAULT JUDGMENT

Plaintiffs Waterscape Resort LLC, Assa Realty LLC (“Assa Realty”) and Gemstone Group LLC (“Gemstone”) (collectively, “Plaintiffs”) having commenced this action by filing their complaint against defendants 70 West 45th Street Holding LLC (“70 West”) and Waterscape Resort II, LLC (“WII”) (collectively, “Defendants”) on September 1, 2021; and

Plaintiffs having served the summons and complaint upon Defendants pursuant to New York CPLR 311-a and New York Limited Liability Company Law §303, on September 10, 2021 by the personal delivery of true copies of the summons and complaint to the office of the New York Secretary of State, and Defendants’ time to answer the complaint having expired on October 1, 2021 and the Clerk of this Court having certified on October 15, 2021 that no answer has been filed in this case; and

This Court having vacated Defendants’ default in an order dated May 17, 2022 and Defendants having filed an answer on June 7, 2024; and this Court having granted Defendants’

counsel leave to withdraw as counsel and new counsel for Defendants having not appeared by July 29, 2024 and this Court having given Plaintiffs until August 7, 2024 to move for a default judgment; and

Plaintiffs having moved for a default judgment pursuant to Rule 55 of the Federal Rules of Civil Procedure and this Court having considered the declarations of Robert M. Kaplan and Salim Assa in support of that motion, the attached exhibits and all other pleadings and papers on file in this action, is hereby

ORDERED, ADJUDGED AND DECREED as follows:

Judgment is granted in favor of Plaintiffs on all claims asserted against Defendants in the complaint.

Plaintiff Assa Realty is awarded damages of \$466,438.30 on counts three and four in the complaint against Defendants, jointly and severally, ~~plus interest thereon at the rate of 9% per annum from November 4, 2019 through the date of the entry of the judgment amounting to~~
\$_____.

Plaintiff Gemstone is awarded damages of \$274,808.51 on counts three and four in the complaint against Defendants, jointly and severally, ~~plus interest thereon at the rate of 9% per annum from April 1, 2020 through the date of the entry of the judgment amounting to~~
\$_____.

Injunctive relief is granted in favor of Plaintiffs and against Defendants as follows:

Defendants are permanently enjoined from any further use of the name “CASSA HOTEL” or the service mark “CASSA” and related and derived marks and names and any further marketing, advertising, operating, booking, reserving, and managing of the Cassa Hotel bearing the name “CASSA HOTEL” or the service mark “CASSA”;

Defendants are permanently enjoined from any further use of the trade names of “Cassa Hotel,” “Cassa Hotel NY,” “Cassa Hotel New York,” and “Cassa Hotel NY 45th Street”;

Defendants are directed to deliver up for destruction all materials bearing the service mark “CASSA” and any means of making same in possession of Defendants;

Defendants are permanently enjoined from use of the domain name “cassahotelnewyork.com” and the domain name “cassahotelnewyork.com” is cancelled.

Plaintiffs shall not be required to post any bond with the Clerk of the Court.


This Court retains jurisdiction of the parties hereto for the purpose of any proceedings to enforce the injunction.

The parties hereto have waived appeal from this injunction and judgment.

This injunction shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

The Clerk of Court is directed to terminate all motions and close the case.

SO ORDERED:



Hon. Arun Subramanian
United States District Judge

Dated: New York, New York
September ~~August~~ 16, 2024